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| **FREELANCE TRAINER AGREEMENT** |

1. **INTRODUCTION**

The parties to this agreement, **Mr.** **KG Parameswaran (Param),** hereinafter referred to as the External Trainer, and **M/s. International Management Consultancy (IMC)**, hereinafter referred to as the Client, and both hereinafter referred to as the parties, in consideration of the mutual covenants herein contained, agree to form, and hereby do form a partnership pursuant to the terms and conditions subsequently set forth.

1. **PURPOSE**

The partnership is created and conducted voluntarily for the purpose of mutually beneficial, ongoing and supportive training provider arrangement between the parties engaging in and conducting professional training. This Agreement defines the service expectations, performance monitoring and collaborative working relationship of the parties beginning on this day **27th** **June, 2024**.

1. **TYPE OF PARTNERSHIP**

Training partner

1. **PRINCIPAL OFFICE**

The principal place of business of the client shall be located at:

Office 401, Al Ferdous Tower #21, Salam Street, PO Box 43191, Abu Dhabi – UAE.

1. **SERVICES**
2. Trainer will represent International Management Consultancy. Represent itself at all times as a part of the Company and act accordingly without associating with any other party for the assignments offered to him/her.
3. Delivery language cab be bilingual(English& Arabic) and as per the industry best practices.
4. Perform tasks with respect to delivering training as assigned by IMC which will be scheduled in advance with mutual consent.
5. **TERMS OF CONTRACT**

The parties agree that:

1. The Trainer shall provide their expertise to the client for all things pertaining to the business activity upon the client’s request. It will undergo all duties and responsibilities in a professional, judicious and timely manner, consistent with prevailing industry standards and performance.
2. The Trainer shall inform the client all things related to business services in the truest of forms and to their best of knowledge.
3. The Trainer shall not disclose to any third party any details regarding the client’s business and maintain confidentiality in all matters regarding client information with exception to the information which is in public domain.
4. You shall not disclose any confidential information of the Client to any third-party including clients or suppliers.
5. The parties align their goals and objectives with that of each other’s; working in collaboration to understand, develop and execute on strategies that will ultimately enhance the operation of the client.
6. The parties shall undertake services by consensus and unanimous decision-making representing only ethical and good business values. The parties shall ensure collaboration and project success and undertake best efforts in their doings.
7. The parties shall collaborate on activities mutually agreed upon and respect either party’s right to withdraw services and in written notification by either party.
8. The parties hereto are independent servicers. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Neither party shall have the authority to nor shall either party attempt to create or assume any obligation by or on behalf of the other party.
9. The parties shall cooperate with other professionals employed by each other for the purpose of the business work.
10. Prior notice of one month will be given by either party in case of service discontinuance. However, Trainer will complete any task assigned before leaving with respect to schedules training events.
11. Trainer shall act in the best of interests of the Client at all times and shall not engage in any act of misconduct, fraud, negligence, violation of the Client rules, misappropriation of assets or any such other act that may be detrimental to the interests of the Client.
12. The Client reserves the intellectual property rights to all its training material whether created by you or otherwise during the tenure of your contract and you shall not share, disclose or divulge in any such information without the prior written permission of the Client to unauthorized persons whether during or after the expiry/termination of the contract of employment. This excludes any existing material of the trainer & the trainer will maintain exclusive IPR for the said content. Any material created during the period of agreement for the client shall for sure remain IPR for the client.
13. In case of any use of external sources of course content, the Trainer will ensure originality, integrity and confidentiality so as to avoid any legal hassles in the name of plagiarism or copyright infringement and to avoid hampering the longstanding of the company in the market. The Trainer takes full ownership over the materials submitted to the Company as a part of their job responsibility.
14. Lawful use of trademarks and display of association with external accreditation bodies is an integral part of the Trainer-Client relationship. Either parties agree that such relationships shall not be misrepresented in any form or manner.
15. The Trainer shall not promote their company, brand, services offered, or products they are selling during the term of this agreement. This includes but is not limited to direct promotion to clients of the Client or unauthorized inclusion of third-party groups in communication channels owned or operated by the Client.
16. **REMUNERATION**

Assuming satisfactory performance and upon completion of the training batch, the Trainer is eligible to receive initially remuneration as per the below commercial for every training hour which will be payable on timely and efficacious delivery of the services.

The remuneration is fixed to the extent of schedule conveyed to the Trainer by the Client.

The Client is not liable for any remuneration for the overrun in the scheduled timings.

Upon receipt of the payment invoice from the Trainer payment will be released in **10 banking days**

Invoice to be sent to: accounts@imcinstitute.ae CC: support@imcinstitute.ae,

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| **COURSE** | **Per Hour** | **DURATION** |
| ITIL | 150 AED | 16 Hours |

**TERM OF AGREEMENT**

The term of this agreement shall begin as of the date aforementioned (refer clause II). Thereafter, this agreement shall continue through a period of three months. After the successful completion of the said term, this Agreement may be revised/renewed provided such continuance is on the adherence of all terms and conditions stated in this agreement.

1. **TIMELINESS**

Considering the geographic location and respective time zones, either party agrees to use commercially reasonable efforts to maintain and fulfil their duties in a timely manner without causing any delays and inconveniences in the accomplishment of services. The Trainer acknowledges that the Client trusts and relies on the former in order to provide services successfully to the latter’s customers.

1. **ACCESSABILITY**

The Trainer agrees to provide full access of material items to the Client; trainer reserves the exclusive IPR on all self-made existing materials. However, for the period of agreement, the white labeling of the material in the name of the client will be accepted on the part of the trainer. All content created during the agreement for the client, client will have exclusive IPR for the same. With respect to this Agreement and the aforesaid parties, these items include training videos, training content, etc. All information provided by Client with respect to training content, LMS etc. for the Clients customers shall remain the exclusive property of the Client.

1. **CONFIDENTIALITY/NON-DISCLOSURE**

The Trainer agrees to use their best efforts to not disclose its affiliate’s names in the process of providing services to the Clients customers. The former agrees that all content created for or provided to the Client pursuant of this Agreement shall be white-labelled/branded under the Clients name but the trainer shall reserve the IPR for all the existing trainer material. All content created during the agreement for the client, client will have exclusive IPR for the same.

1. **LICENSES AND PERMITS: COMPLIANCE WITH LAW**

The Trainer represents and warrants that it has all licenses and permits necessary to conduct its training services and perform its obligations under this Agreement and agrees to comply with all applicable

Laws, regulations and policies in performing its obligations under this agreement. IMC reserves the right to take legal action against the Trainer in case of any contract violation.

1. **MODIFICATIONS TO AGREEMENT**

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

1. **GOVERNING LAWS**

This agreement is subject to the laws and regulations of the country of UAE - governed by the UAE constitution.

1. **TRAINER DISCLOSURE**

Trainer being a freelance, is free to render his services in open free market as an individual or to other vendors without any contingency clause or binding agreement imposed by this agreement. Any and all existing arrangements of the trainer shall remain out of scope for this said agreement.

Except as otherwise stated in this Agreement, the Parties, intending to be legally bound have caused to agree to the terms and conditions as stated, execute and deliver this Agreement as of the day and year first above written.

**Payment purpose**

1.       Full Name as on bank account -

2.       Phone number -

3.       Bank account details –

4.       Email ID –

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| **Name of the Trainer** **External Trainer** |  | **For International Management Consultancy**  |

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|  |  | *27-6-2024* |
| ***Dated*** |  | ***Dated*** |